

**ADDENDUM #1  
TO SPEC. 04-256**

**JAMAICA NORTH TRAIL PROJECT**

Addendum #1 to Spec. 04-256 for Jamaica North Trail Project, bids originally to be opened on Wednesday, October 13, 2004 at 12:00 noon.

**Please disregard previous specification sent. The amended Specification No. 04-256-1 is attached. Also note that the date that the due date has been changed to Wednesday, October 20, 2004.**

All other terms and conditions to remain unchanged.

Dated this 30<sup>th</sup> day of September, 2004.

Purchasing Department

Vince Mejer  
Purchasing Agent

# LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513  
*BOARD OF COMMISSIONERS*

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **REQUEST FOR PROPOSALS SPECIFICATION NO. 04-256-A**

The Lancaster County, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

### **JAMAICA NORTH TRAIL PROJECT**

Sealed proposals will be received by the County of Lancaster, Nebraska on or before **12:00 noon Wednesday, October 20, 2004** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

#### **COMMISSIONERS**

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*BERNIE HEIER \* LARRY HUDKINS \* RAY STEVENS \* DEB SCHORR \* BOB WORKMAN*  
KERRY EAGAN, Chief Administrative Officer

**REQUEST FOR PROPOSALS  
FOR  
JAMAICA NORTH TRAIL PROJECT  
  
COUNTY PROJECT 04-256-A**

**1. GENERAL**

- 1.1 The County of Lancaster, Nebraska desires to enter into a contract for engineering design services for the Jamaica North Trail.
- 1.2 To include construction bid documents for the Jamaica North Trail project.
- 1.3 Sinclair Hille will provide approved Federal and State description of beginning and ending points.

**2. OBJECTIVES**

- 2.1 Provide design and construction bid document for Jamaica North Trail.

**3. ANTICIPATED SCOPE OF WORK AND DELIVERABLES**

3.1 Design

- 3.1.1 Provide engineering design documents meeting County and Nebraska Department of Roads specifications to enable construction of the Jamaica North Trail.
- 3.1.2 Arrange coordination meetings with County team at 30% and 90% complete stages. Submit five (5) sets of plans approximately 10 days prior to each coordination meeting. Provide agenda and meeting minutes for each coordination meeting.
- 3.1.3 Schedule a field plan-in-hand review of the design with the County and appropriate utilities when plans are 30% complete (to include tree removal, utility conflicts, etc.). Submit five (5) sets of plans approximately 10 days prior to scheduled plan-in-hand. Provide an agenda and meeting notes for the plan-in-hand.

3.2 Estimates

- 3.2.1 Provide a cost estimate on probable construction costs and total project costs at 30%, 90% and final plan stages. Final estimates will be delivered in the APPIA format.

3.3 Final Plan Preparation

- 3.3.1 Prepare detailed final plans and special provisions using the County of Lancaster Standard Plans, Standard Specifications for County Construction and State Standards for Highway Construction.
- 3.3.2 Elements on the final plans include, but are not limited to, quantities, profiles, plan views, removals, vegetation, details phasing, material, plan and profile view.
- 3.3.3 All elements will be clearly readable with no lines intermingled with text.
- 3.3.4 Submit final signed drawings on Mylar as directed by County staff. Include an electronic copy on computer disk.
- 3.3.5 Submit any special provisions required on paper and electronically.
- 3.3.6 Attend pre-bid conference.

3.4 Permits

- 3.4.1 Obtain all necessary permits (i.e., NPDES, USACE 404, floodplain, etc.).

3.5 Bid Documents

- 3.5.1 Provide necessary bid documents and contracts.
- 3.6 Provide Project Management Plan prior to kickoff meeting.

**4. COUNTY'S RESPONSIBILITY**

- 4.1 Provide available information such as aerial photographs, 2 flood contours and GIS information.
- 4.2 Provide timely reviews of the drafts and deliverables.
- 4.3 Provide address file for mailings.
- 4.4 Provide previous hydrologic and hydraulic information that is available.

5. **PROJECT COORDINATION**

5.1 The County Project Manager for the project will be:

Kerry Eagan  
Chief Administrative Officer  
555 South 10<sup>th</sup> Street, Ste 110  
Lincoln, NE 68508

6. **SCHEDULE**

- 6.1 Consultant to indicated their proposed schedule by showing elapsed calendar days from the notice to proceed for important milestones such as completion of 30%, 90%, final plans, information, and plan-in-hand.
- 6.2 Show the ability to meet the anticipated completion date of this project six months from contract approval.

7. **PROPOSED CONTENTS**

- 7.1 **Proposal length:** The length of the proposal shall not exceed 10 single sided pages.
- 7.1.1 The resumes of personnel are not included in this page count.
- 7.2 **Project personnel and experience**
- 7.2.1 Organizational chart of key personnel showing responsibilities and lines of authority.
- 7.2.2 Brief resumes of key project personnel, including: Name, title, anticipated role in proposed project and experience/education related to this type of project.
- 7.2.3 Demonstrate the experience of the firm and project team with bicycle and pedestrian trail design.
- 7.3. **Performance and reference**
- 7.3.1 Provide an example of geomorphologic studies and stream rehabilitation design projects within the last five years that key project personnel have been significantly involved in.
- 7.3.2 For each study or project list the project name and location, contact name and work number, time to complete the project, and key personnel (with this proposed project) involvement.
- 7.3.3 Quality assurance/quality control procedures.
- 7.4 **Approach to proposed project**
- 7.4.1 Describe general approach to the proposed project.

8. **EVALUATION CRITERIA AND SELECTION**

- 8.1 Evaluation will be based on:
- 8.1.1 Proposal contents.
- 8.1.2 References.
- 8.1.3 Demonstrated availability of key personnel.
- 8.1.4 Experience of key personnel on past projects.
- 8.1.5 Demonstrated understanding of local concerns, County and State criteria.
- 8.2 Selection will be based on the proposals.
- 8.2.1 There may not be a short list, therefore put your best in the proposal.

9. **SUBMITTAL PROCEDURE**

- 9.1 Submit five (5) copies of your proposal at the following address, no later than 12:00 noon on or before October 20, 2004 to:
- Vince Mejer, Purchasing Agent  
440 South 8<sup>th</sup> Street, Suite 200  
Lincoln, NE 68508
- 9.2 If the proposal is sent by mail, the respondent shall be responsible for actual delivery of the proposal prior to the submittal deadline.
- 9.2.1 Any response received after the submittal deadline will not be considered
- 9.3 The County may waive any informalities or irregularities in the proposal and reserves the right to accept, reject, or negotiate any or all proposals, including the right to award the contract in whole or in part if it is deemed in the County's best interest.
- 9.4 Request for clarification or additional information must be received in writing at least seven working days before the submittal deadline.
- 9.5 Any additional information regarding this request for proposal will be issued as written addendum and sent to proposal recipients that are known to have an interest, at least five (5) working days before the submittal deadline.

# INSTRUCTIONS TO PROPOSERS

LANCASTER COUNTY, NEBRASKA  
PURCHASING DIVISION

## **1. PROPOSAL PROCEDURE**

- 1.1 Proposer shall submit five (5) complete sets of the RFP documents and all supporting material. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 *Proposed prices shall be submitted on the Proposal Form included with the RFP number and/or description clearly marked on the outside of the sealed envelope.*
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

## **2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

## **3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
  1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

## **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.

- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

## **5. SPECIFICATION CLARIFICATION**

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations / changes to Specification Documents made in any other manner, will not be binding on the County; proposers shall not rely upon oral interpretations.

## **6. ADDENDA**

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

## **8. EVALUATION AND AWARD**

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.

- 8.4 A committee will be assigned the task of reviewing the proposals received.
1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.5 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the County, and deemed will best serve their requirements.
- 8.6 The County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the County.

#### **9. TERMINATION/ASSIGNMENT**

- 9.1 The County may terminate the Contract if the Contractor:
1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete needs assessment as requested.
  2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
  3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 9.2 *By mutual agreement both parties of the contract agreement,* upon receipt and acceptance of not less than a one hundred twenty (120) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the County shall pay Contractor in accordance with this section.
  2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 9.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the County may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 9.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the County Board of Commissioners.

#### **10. INDEMNIFICATION**

- 10.1 The proposer shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 10.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 11.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **11. TERMS OF PAYMENT**

- 11.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **12. LAWS**

- 12.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

#### **13. AFFIRMATIVE ACTION**

- 13.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.